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U.S. DISTRICT COURT
N.D. OF ALABAMA

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

SUSAN L. ROSEBROUGH	)	
	)	
Plaintiff,	)	
	)	
v.	)	**Civil Action Number**
	)	
	)	
EQUIFAX INFORMATION SERVICES, LLC, EXPERIAN INFORMATION SOLUTIONS, INC., and CAPITAL ONE BANK USA, N.A.,	)	
	)	
Defendants.	)	

COMPLAINT

COMES NOW the plaintiff, SUSAN L. ROSEBROUGH, by and through her undersigned counsel, and for her complaint alleges as follows:

PRELIMINARY STATEMENT

1. This is an action for an actual, statutory and punitive damages, costs and attorneys' fees pursuant to 15 U.S.C. §1681, et seq. (Fair Credit Reporting Act or "FCRA") and 15 U.S.C. §1666 (Fair Credit Billing Act or "FCBA").

JURISDICTION & VENUE

2. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §1331, 15 U.S.C. §1681(p) and 15 U.S.C. §1666.

3. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b).

4. Plaintiff is resident of the state of Alabama.

5. Plaintiff is a "consumer" as defined by 15 U.S.C. §1681(a)(c).

6. Equifax Information Services, LLC ("Equifax") is a Georgia corporation with its principal place of business in the state of Georgia. Equifax does business in this judicial district. .

7. Equifax is a consumer reporting agency ("CRA") as defined by 15 U.S.C. 1681a(f)).

8. Experian Information Services, Inc. ("Experian") is an Ohio corporation with its principal place of business in the state of California. Experian does business in this judicial district.

9. Experian is a consumer reporting agency ("CRA") as defined by 15 U.S.C. 1681a(f).

10. Upon information and belief, said CRA defendants regularly engage in the business of assembling, evaluating, and dispersing information concerning consumers for the purpose of furnishing consumer reports as defined by 15 U.S.C. §1681(d) to third parties.

11. Upon information and belief, said CRA defendants disperse such consumer reports to third parties of contract for monetary compensation.

12. Defendant, CAPITAL ONE NATIONAL ASSOCIATION ("CAP ONE" or "Furnisher"), is a national bank authorized to do business in this judicial district as a consumer credit card lender, with its principal place of business in the state of Virginia.

13. CAP ONE is in the business of furnishing consumer credit information to CRAs, including Equifax and Experian.

14. CAP ONE provides consumer credit information to CRAs, including Equifax and Experian.

FACTUAL ALLEGATIONS

15. Defendants have been reporting derogatory and inaccurate information relating to Plaintiff and Plaintiff's credit history to third parties.

16. The inaccurate information negatively reflects on Plaintiff, her credit repayment history, financial responsibility as a debtor and her credit worthiness.

17. The inaccurate information includes an account for which Plaintiff has no responsibility and which is believed to be the product of fraud, CAP ONE account ending in - 3913 (hereinafter "the Account").

18. Defendants have reported inaccurate information through the issuance of false and inaccurate credit information and consumer credit reports that they have disseminated to various persons and credit grantors, both known and unknown.

19. Plaintiff disputed the inaccurate information directly to Equifax and Experian.

20. Equifax and Experian have sent Plaintiff correspondence indicating their intent to continue publish and disseminate the inaccurate information to third parties, persons, entities and credit grantors after her dispute of the Account..

21. After Plaintiff disputed the Account to the defendants, Equifax and Experian have repeatedly published and disseminated consumer reports to third parties after Plaintiff's disputed the account.

22. Equifax and Experian have never contacted Plaintiff to follow up on, verify, and/or elicit more specific information about Plaintiff's disputes.

23. Equifax and Experian have never contacted all third parties that would have relevant information concerning Plaintiff's disputes.

24. Equifax and Experian did not forward any relevant information concerning Plaintiff's disputes to the entities originally furnishing the inaccurate information.

25. Alternatively, Equifax and Experian forwarded an Automated Consumer Dispute Verification ("ACDV") form to CAP ONE regarding Plaintiff's disputes of the Account, and the CRA defendants did not forward any documents to CAP ONE from the Plaintiff.

26. Equifax and Experian did not request or obtain any credit applications, perform any handwriting analysis or review other relevant documents from the entity furnishing the inaccurate information relative to the Account.

27. Plaintiff disputed the Account directly to CAP ONE.

28. CAP ONE failed to conduct timely and reasonable investigations of Plaintiff's disputes after being contacted by the relevant CRAs concerning Plaintiff's dispute.

29. CAP ONE continued to report the inaccurate information to various CRAs, including Equifax and Experian, after Plaintiff's disputes, and is continuing to report the inaccurate information as of today's date.

30. During the twelve months preceding the filing of Plaintiff's Complaint, CAP ONE failed to identify the Account as disputed to the CRA defendants.

31. Plaintiff made a complaint to the Federal Trade Commission ("FTC") regarding the Account.

32. Upon information and belief, the FTC made Plaintiff's complaint, described in the above-numbered paragraph, available to Equifax and Experian.

33. Upon information and belief, Equifax has received information from the FTC regarding the accuracy of information contained in its data base in the two years preceding the date of Plaintiff's complaint.

34. Upon information and belief, Experian has received information from the FTC regarding the accuracy of information contained in its data base in the two years preceding the date of Plaintiff's complaint.

35. For at least the preceding twelve (12) months preceding the filing of Plaintiff's Complaint, CAP ONE furnished the Account information to a Trans Union, LLC, a non-party consumer reporting agency.

36. Defendants deliberately, willfully, intentionally, recklessly, and negligently failed to perform reasonable investigations of the above disputes.

37. Defendants failed to remove the inaccurate information.

38. Defendants failed to note the disputed status of the inaccurate information.

39. Defendants continued to report the derogatory inaccurate information about Plaintiff.

40. Defendants' conduct proximately caused Plaintiff's injuries, including but not limited to: harm to credit reputation; emotional distress; and out-of-pocket expenses.

41. At all times relevant hereto, Defendants were acting through their agents, servants and/or employees who were acting within the scope of their employment or agency, or both, and under the direct supervision of the Defendants.

42. At all times relevant hereto, Defendants' conduct was malicious, intentional, willful, reckless, and in grossly negligent disregard for federal laws and the Plaintiff's rights.

COUNT ONE – VIOLATION OF THE FAIR CREDIT REPORTING ACT (EXPERIAN AND EQUIFAX)

43. Plaintiff adopts and incorporates the above-numbered paragraphs as if fully stated herein.

44. Equifax and Experian are liable to Plaintiff for willfully and negligently failing to comply with the Fair Credit Reporting Act 15 U.S.C. §§ 1681c-2, 1681e and 1681i, pursuant to 15 U.S.C. 1681n and o.

45. Equifax's and Experian's conduct was a substantial factor in directly and proximately causing Plaintiff's injuries and actual damages as outlined above.

46. Equifax and Experian are liable to Plaintiff for the full amount of statutory, actual and punitive damages, plus attorneys' fees and costs.

47. Wherefore, Plaintiff seeks judgment in her favor against Defendants, based on the following relief requested:

(a) Actual damages;

(b) Statutory damages;

(c) Punitive Damages;

(d) Costs and reasonable attorneys' fees; and

(e) Such other and further relief as may be necessary, just and proper.

COUNT TWO – VIOLATION OF THE FAIR CREDIT REPORTING ACT
15 USC 1681S-2(b)
(CAPITAL ONE)

48. Plaintiff adopts and incorporates the above-numbered paragraphs as if fully stated herein.

49. CAP ONE is liable to Plaintiff for willfully and negligently failing to comply with the Fair Credit Reporting Act's requirements imposed on furnishers of information, pursuant to 15 U.S.C. §§1681n and o.

50. CAP ONE's conduct was a substantial factor in directly and proximately causing Plaintiff's injuries and damages as outlined more fully above.

51. Capital One is liable to Plaintiff for the full amount of statutory, actual and punitive damages, plus attorneys' fees and costs.

52. Wherefore, Plaintiff seeks judgment in her favor against Defendants, based on the following relief requested:

(a) Actual damages;

(b) Statutory damages;

(c) Punitive Damages;

(d) Costs and reasonable attorneys' fees; and

(e) Such other and further relief as may be necessary, just and proper.

COUNT THREE – VIOLATION OF THE FAIR CREDIT REPORTING ACT 15 USC 1681g(a)
(EQUIFAX)

53. Plaintiff adopts and incorporates the above-numbered paragraphs as if fully stated herein.

54. Plaintiff requested, in writing and on multiple occasions, for Equifax to truncate her Social Security number on her consumer disclosures.

55. On multiple occasions subsequent to Plaintiff's requests, Equifax failed to hide the first five digits of Plaintiff's Social Security number on her consumer disclosures.

56. Equifax is liable to Plaintiff for willfully and negligently failing to comply with the Fair Credit Reporting Act 15 U.S.C. §§ 1681g(a), pursuant to 15 U.S.C. 1681n and o.

57. Equifax's conduct was a substantial factor in directly and proximately causing Plaintiff's injuries and actual damages as outlined above.

58. Equifax is liable to Plaintiff for the full amount of statutory, actual and punitive damages, plus attorneys' fees and costs.

59. Wherefore, Plaintiff seeks judgment in her favor against Defendants, based on the following relief requested:

(a) Actual damages;

(b) Statutory damages;

(c) Punitive Damages;

(d) Costs and reasonable attorneys' fees; and

(e) Such other and further relief as may be necessary, just and proper.

COUNT FOUR – VIOLATION OF THE FAIR CREDIT BILLING ACT 15 USC 1666

(CAPITAL ONE)

60. Plaintiff adopts and incorporates the above-numbered paragraphs as if fully stated herein.

61. Plaintiff disputed the inaccurate information, in writing, to CAP ONE.

62. CAP ONE is liable to Plaintiff because it failed to conduct a timely investigation into the dispute Account.

52. CAP ONE is liable to Plaintiff because CAP ONE failed to report the Account as disputed to the consumer reporting agencies, including Equifax and Experian.

53. CAP ONE's conduct was in substantial factor in causing, directly or indirectly, Plaintiff's injuries and damages as outlined above.

54. As a result of CAP ONE's conduct, CAP ONE is liable to Plaintiff for her actual, statutory and punitive damages and for her attorneys' fees and costs.

55. Wherefore, Plaintiff seeks judgment in her favor against Defendants, based on the following relief requested:

(a) Actual damages;

(b) Statutory damages;

(c) Punitive Damages;

(d) Costs and reasonable attorneys' fees; and

(e) Such other and further relief as may be necessary, just and proper.

JURY TRIAL DEMAND

56. Plaintiff demands trial by jury on all issues so triable.

Respectfully submitted,

s/ Micah S. Adkins
Micah S. Adkins (ASB-8639-I48A)
BURKE, HARVEY & FRANKOWSKI, LLC
2151 Highland Avenue, Suite 120
Birmingham, AL 35205
Telephone: 205.930-9091
Facsimile: 205.930-9054

Please serve Complaint and Summons on Defendant by Certified Mail to:

Equifax Information Services, LLC
c/o CSC Lawyers Incorporating Services, Inc.
150 South Perry Street
Montgomery, Alabama 36104

Experian Information Solutions, Inc.
c/o CT Corporation System
2 North Jackson Street, Suite 605
Montgomery, Alabama 36104

Capital One, NA
c/o CSC Lawyers Incorporating Services, Inc.
150 S Perry ST
Montgomery, Alabama 36104